

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
ST. JOSEPH DIVISION

CHRISTINA FRANCIS and)
COLE FRANCIS, individually)
and on behalf of all those) Case No. 5:23-cv-06019
similarly situated,)
)
Plaintiffs,)
)
v.)
)
WAUSAU HOMES INCORPORATED,)
and PHILLIPS BUILDERS, LLC,)
)
Defendants.)

WAUSAU HOMES' ANSWER TO COMPLAINT

Defendant Wausau Homes Incorporated (“Wausau Homes” or “Defendant”), for its Answer to Plaintiffs’ Complaint, states as follows:

NATURE OF ACTION

1. Wausau Homes denies the allegations of Paragraph 1.
2. Wausau Homes denies the allegations of Paragraph 2.
3. Wausau Homes denies the allegations of Paragraph 3.
4. Wausau Homes denies that Plaintiffs and any purported class are entitled to the relief sought in Paragraph 4.

PARTIES

5. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5.
6. Wausau Homes admits that it is a Wisconsin corporation that operates in at least nine states, including Missouri. Wausau Homes further admits that it supplies Wausau Homes

factory-built components to builders in its network. Wausau Homes denies the characterization that it “operates through a network that includes Wausau-approved local builders.” Wausau Homes further admits that it is a registered business in good standing with the State of Missouri and has a registered agent within Missouri.

7. Wausau Homes admits that Phillips Builders, LLC was at one time a builder in its network that contracted with the named Plaintiffs for the construction of a home. Wausau Homes further admits that Phillips Builders utilized a Maryville, Missouri office but denies that Phillips Builders “operated” any Wausau Homes office. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the remaining allegations.

JURISDICTION AND VENUE

8. Wausau Homes denies the allegations contained in Paragraph 8.

9. Without waiving its jurisdictional objections, Wausau Homes admits the allegations in Paragraph 9.

10. Without waiving its jurisdictional objection, Wausau Homes admits it sells products to authorized builders in at least nine states, including Missouri, which would subject Wausau Homes to personal jurisdiction in this District and Division. Wausau Homes denies that it, or its subsidiaries and affiliates, “continuously and systematically” solicit customers and provide services. To the extent any allegations remain, Wausau Homes denies the same.

FACTUAL ALLEGATIONS

11. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 11.

12. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 12.

13. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 13.

Wausau Homes provides clear, indisputable Promises to homebuyers

14. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 14.

15. Wausau Homes admits that the quoted statements were contained on certain versions of its website. Wausau Homes denies the characterization of such statements as “promises.” To the extent any allegations remain, Wausau Homes denies the same.

16. Wausau Homes admits that the quoted statements were contained on certain versions of its website. Wausau Homes denies the characterization of such statements as “promises.” To the extent any allegations remain, Wausau Homes denies the same.

17. Wausau Homes admits that the quoted statements were contained on certain versions of its website. Wausau Homes denies the characterization of such statements as “promises.” To the extent any allegations remain, Wausau Homes denies the same.

18. Wausau Homes admits that the quoted statements were contained on certain versions of its website. To the extent any allegations remain, Wausau Homes denies the same.

19. Wausau Homes admits that the quoted statement was contained on certain versions of its website. Wausau Homes denies the characterization of such statement as a “promise.” To the extent any allegations remain, Wausau Homes denies the same.

20. Wausau Homes admits that the quoted statement was contained on certain versions of its website. Wausau Homes denies the characterization of such statement as a “promise.” To the extent any allegations remain, Wausau Homes denies the same.

21. Wausau Homes admits that the quoted statements were contained on certain versions of its website. Wausau Homes denies the remaining allegations.

22. Wausau Homes denies the allegations of Paragraph 22. Wausau Homes admits that from time to time it advertised for and retained “set contractors” as independent contractors to erect the Wausau Homes components of a home, all under the supervision of the local builder.

23. Wausau Homes admits that the quoted statements were contained on certain versions of its website. Wausau Homes denies the remaining allegations.

24. Wausau Homes admits that Phillips Builders operated out of an office in Maryville that it owned or leased, had an email address with a Wausau Homes domain name, and that a version of the Wausau Homes’ website contained information concerning Phillips Builders. Wausau Homes denies the allegation that Phillips Builders had “a custom web page” on the Wausau Homes website and that the office was a Wausau Homes’ office owned or leased by Wausau Homes. To the extent any allegations remain, Wausau Homes denies the same.

25. Wausau Homes admits that the quoted statements were contained on certain versions of its website. Wausau Homes denies the characterization that local builders such as Phillips Builders were “celebrated” as part of the Wausau Homes network.

26. Wausau Homes admits that the builders in its network operate throughout certain states of the Midwest but denies the characterizations that the builders operate as “franchises,” denying the remaining allegations.

27. Wausau Homes admits that it has a network of independent builders that operate in certain of the states identified in Paragraph 27 of the Complaint but denies that those builders operate “franchises.” Wausau Homes admits that its network includes builders that operate in the named cities in Missouri. Wausau Homes denies the remaining allegations.

28. Wausau Homes denies the allegations of Paragraph 28.

29. Wausau Homes denies the allegations of Paragraph 29.

30. Wausau Homes denies the allegations of Paragraph 30.

31. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 31.

32. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 32.

33. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 33.

34. Wausau Homes denies the allegations of Paragraph 34.

35. Wausau Homes denies the allegations of Paragraph 35.

36. Wausau Homes denies the allegations of Paragraph 36.

37. Wausau Homes denies the allegations of Paragraph 37.

38. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 38.

Wausau Homes and Phillips Builders failed to abide by their Promises

39. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 39.

40. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 40.

41. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 41.

42. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 42.

43. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 43.

44. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 44.

45. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 45.

46. Wausau Homes denies the allegations made against it in Paragraph 46. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 46.

47. Wausau Homes denies the allegations made against it in Paragraph 47. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 47.

48. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 48.

49. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 49.

50. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 50.

51. Wausau Homes denies the allegations of Paragraph 51.

52. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 52.

53. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 53.

54. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 54.

55. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 55.

56. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 56.

57. Wausau Homes denies the allegations made against it in Paragraph 57. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 57.

58. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 58.

59. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 59.

60. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 60.

61. Wausau Homes denies that it made the alleged “guarantee.” Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 61.

62. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 62.

63. Wausau Homes denies that it made the alleged “guarantee.” Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the remaining allegations of Paragraph 63.

64. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 64.

65. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 65.

66. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 66.

67. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 67.

Wausau Homes has refused to take responsibility for its actions and inactions

68. Wausau Homes admits that Jay Schutte had communications with Cole Francis, but denies the remaining allegations of Paragraph 68 due to the vagueness of the phrase “regarding the incidents contained herein.”

69. Wausau Homes denies the allegations of Paragraph 69.

70. Wausau Homes denies the allegations of Paragraph 70.

71. Wausau Homes denies the allegations of Paragraph 71.

72. Wausau Homes denies the allegations of Paragraph 72.

73. Wausau Homes denies the allegations of Paragraph 73.

74. Wausau Homes denies the allegations of Paragraph 74.

75. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 75.

76. Wausau Homes denies information or knowledge sufficient to form a belief as to the truth of the allegations of Paragraph 76.

Wausau Homes has broken its Promises consistently for years

77. Wausau Homes denies the allegations of Paragraph 77.

78. Wausau Homes denies the allegations of Paragraph 78.

79. Wausau Homes denies the allegations of Paragraph 79.

80. Wausau Homes denies the allegations of Paragraph 80.
81. Wausau Homes denies the allegations of Paragraph 81.
82. Wausau Homes denies the allegations of Paragraph 82.
83. Wausau Homes denies the allegations of Paragraph 83.
84. Wausau Homes denies the allegations of Paragraph 84.
85. Wausau Homes denies the allegations of Paragraph 85.

CLASS ACTION ALLEGATIONS

86. Paragraph 86 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 86.
87. Wausau Homes denies the allegations of Paragraph 87.
88. Wausau Homes denies the allegations of Paragraph 88.
89. Paragraph 89 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 89.
90. Paragraph 90 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 90.
91. Wausau Homes denies the allegations of Paragraph 91.
92. Wausau Homes denies the allegations of Paragraph 92.
93. Wausau Homes denies the allegations of Paragraph 93.
94. Paragraph 94 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 94.
95. Paragraph 95 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 95.

COUNT I
VIOLATION OF THE MISSOURI MERCHANDISING PRACTICES ACT
("MMPA") BY WAUSAU AND PHILLIPS BUILDERS
(MO. REV. STAT. §§ 407.020, *et seq.*)

96. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

97. Paragraph 97 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 97.

98. Paragraph 98 contains only a statement of law and does not require a response.

99. Paragraph 99 contains only a statement of law and does not require a response.

100. Wausau Homes denies the allegations against it contained in Paragraph 100. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 100.

101. Wausau Homes admits that the named Plaintiffs contracted with Defendant Phillips Builders for the construction of a home, and that Wausau Homes supplied Wausau Homes factory-built components for the home. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 101.

102. Paragraph 102 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 102.

103. Wausau Homes denies the allegations against it contained in Paragraph 103. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 103.

104. Wausau Homes denies the allegations against it contained in Paragraph 104. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 104.

105. Wausau Homes denies the allegations against it contained in Paragraph 105. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 105.

106. Wausau Homes denies the allegations against it contained in Paragraph 106. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 106.

107. Wausau Homes denies the allegations against it contained in Paragraph 107. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 107.

108. Wausau Homes denies the allegations against it contained in Paragraph 108. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 108.

109. Paragraph 109 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations contained in Paragraph 109.

Wausau Homes denies that Plaintiffs and the purported class are entitled to the relief sought in their Prayer for Relief.

COUNT II
NEGLIGENT MISREPRESENTATION BY WAUSAU

110. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

111. Paragraph 111 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 111.

112. Wausau Homes denies the allegations of Paragraph 112.

113. Wausau Homes denies the allegations of Paragraph 113.

114. Wausau Homes denies the allegations of Paragraph 114.

115. Wausau Homes denies the allegations of Paragraph 115.

116. Wausau Homes denies the allegations of Paragraph 116.

117. Wausau Homes denies the allegations of Paragraph 117.

118. Wausau Homes denies the allegations of Paragraph 118.

Wausau Homes denies that Plaintiffs and the purported class are entitled to the relief sought in its Prayer for Relief.

COUNT III
NEGLIGENT SUPERVISION BY WAUSAU

119. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

120. Paragraph 120 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 120.

121. Wausau Homes denies the allegations of Paragraph 121.

122. Wausau Homes denies the allegations of Paragraph 122.

123. Wausau Homes denies the allegations of Paragraph 123.

124. Wausau Homes denies the allegations of Paragraph 124.

125. Wausau Homes denies the allegations of Paragraph 125.

126. Wausau Homes denies the allegations of Paragraph 126.

127. Wausau Homes denies the allegations of Paragraph 127.

128. Wausau Homes denies the allegations of Paragraph 128.

Wausau Homes denies that Plaintiffs and the purported class are entitled to the relief sought in its Prayer for Relief.

COUNT IV
NEGLIGENT HIRING BY WAUSAU

129. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

130. Paragraph 130 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 130.

131. Wausau Homes denies the allegations of Paragraph 131.

132. Wausau Homes denies the allegations of Paragraph 132.

133. Wausau Homes denies the allegations of Paragraph 133.

134. Wausau Homes denies the allegations of Paragraph 134.

135. Wausau Homes denies the allegations of Paragraph 135.

136. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 136.

137. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 137.

138. Wausau Homes denies the allegations against it contained in Paragraph 138. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 138.

139. Wausau Homes denies the allegations of Paragraph 139.

Wausau Homes denies that Plaintiffs and the purported class are entitled to the relief sought in its Prayer for Relief.

COUNT V
BREACH OF IMPLIED WARRANTY BY PHILLIPS AND WAUSAU

140. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

141. Paragraph 141 states a legal conclusion that does not require a response. To the extent a response is required, Wausau Homes denies the allegations of Paragraph 141.

142. Wausau Homes admits the allegations of Paragraph 142.

143. Wausau Homes denies the allegations of Paragraph 143.

144. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 144.

145. Wausau Homes denies the allegations against it contained in Paragraph 145. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 145.

146. Wausau Homes denies the allegations against it contained in Paragraph 146. Wausau Homes denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 146.

Wausau Homes denies that Plaintiffs and the purported class are entitled to the relief sought in its Prayer for Relief.

COUNT VI
THIRD PARTY BENEFICIARY (BREACH OF CONTRACT
BY PHILLIPS AND WAUSAU)

147. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

148. Plaintiffs' "third party beneficiary" claim against Wausau Homes has been dismissed by Plaintiffs. Accordingly, the allegations set forth under Count VI, including all of the

allegations in Paragraphs 148 – 157 inclusive do not require a response. To the extent a response is required, Wausau Homes denies the allegations.

Count VI has been dismissed. Accordingly, the Prayer for Relief under Count VI does not require a response. To the extent a response is required, Wausau Homes denies that Plaintiffs are entitled to the relief sought.

COUNT VII
BREACH OF CONTRACT BY PHILLIPS

158. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

159. Count VII is not asserted against Wausau Homes. Accordingly, the allegations set forth under Count VII, including all of the allegations in Paragraphs 159 – 167 inclusive do not require a response. To the extent a response is required, Wausau Homes denies the allegations.

Count VII is not alleged against Wausau Homes. Accordingly, the Prayer for Relief under Count VII does not require a response. To the extent a response is required, Wausau Homes denies that Plaintiffs are entitled to the relief sought.

COUNT VIII
BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
BY PHILLIPS

168. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

169. Count VIII is not asserted against Wausau Homes. Accordingly, the allegations set forth under Count VIII, including all of the allegations in Paragraphs 169 – 175 inclusive do not require a response. To the extent a response is required, Wausau Homes denies the allegations.

Count VIII is not alleged against Wausau Homes. Accordingly, the Prayer for Relief under Count VIII does not require a response. To the extent a response is required, Wausau Homes denies that Plaintiffs are entitled to the relief sought.

COUNT IX
NEGLIGENCE AGAINST PHILLIPS

176. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

177. Count IX is not asserted against Wausau Homes. Accordingly, the allegations set forth under Count IX, including all of the allegations in Paragraphs 177 – 181 inclusive do not require a response. To the extent a response is required, Wausau Homes denies the allegations.

Count IX is not alleged against Wausau Homes. Accordingly, the Prayer for Relief under Count IX does not require a response. To the extent a response is required, Wausau Homes denies that Plaintiffs are entitled to the relief sought.

COUNT X
BREACH OF EXPRESS WARRANTY BY PHILLIPS

181. Wausau Homes repeats and realleges its answers to the prior allegations as if fully set forth herein.

182. Count X is not asserted against Wausau Homes. Accordingly, the allegations set forth under Count X, including all of the allegations in Paragraphs 182 – 190 inclusive do not require a response. To the extent a response is required, Wausau Homes denies the allegations.

Count X is not alleged against Wausau Homes. Accordingly, the Prayer for Relief under Count X does not require a response. To the extent a response is required, Wausau Homes denies that Plaintiffs are entitled to the relief sought.

AFFIRMATIVE DEFENSES

Without assuming any burden of proof, persuasion, or production not otherwise legally assigned to Wausau Homes as to any element of Plaintiffs' claims, Wausau Homes asserts the following affirmative defenses applicable to the named Plaintiffs and any purported class members.

1. This Court lacks subject matter jurisdiction over this action.
2. Plaintiffs fail to state a cause of action against Wausau Homes.
3. Plaintiffs have failed to take reasonable steps to reduce, minimize, or otherwise mitigate any damages they allegedly suffered.
4. Plaintiffs' claims are barred, reduced, and/or limited pursuant to applicable statutory and common law regarding limitations of awards, caps on recovery, and setoffs.
5. Any alleged injuries or damages Plaintiffs sustained were caused wholly or in part by acts, omissions, and/or conduct of itself or other entities, or by other intervening or superseding events, factors, occurrences, or conditions, which were the sole proximate cause or an intervening or superseding cause of any injury or damage.
6. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver, estoppel (including, without limitation, equitable estoppel and/or judicial estoppel), *in pari delicto*, unclean hands, laches, and/or consent.
7. Wausau Homes did not use or employ deception, fraud, false pretense, false promise, misrepresentation, or unfair practice, or conceal or omit any material fact in connection with the sale or advertisement of its products or services.
8. Wausau Homes made no misrepresentations in the course of its business.
9. Wausau Homes exercised reasonable care in providing any alleged representations.

10. Plaintiffs did not justifiably rely on any alleged information provided by Wausau Homes.

11. Plaintiffs did not suffer an ascertainable loss of money or property as the result of any negligence, act, omission, or representation of Wausau Homes.

12. Wausau Homes did not have a duty to supervise Phillips Builders.

13. Wausau Homes had no reason to know that Phillips Builders would fail to abide by their contracts with Wausau Homes and with Plaintiffs.

14. Wausau Homes made no guarantees or promises to Plaintiffs.

15. Wausau Homes owed no contractual duties to Plaintiffs.

16. Wausau Homes did not sell goods or services to Plaintiffs.

17. Wausau Homes performed at all times in a good and workmanlike fashion, and the goods it supplied Phillips Builders were merchantable at the time of sale.

18. Plaintiffs lack a reasonable good faith basis for asserting class action allegations.

19. The proposed class is not so numerous that joinder of all members is impracticable.

20. The claims or defenses of the representative parties are not typical of the claims or defenses of the proposed class.

21. Questions of law or fact affecting only individual members of the proposed class predominate over any questions common to proposed class members.

22. Wausau Homes reserves the right to assert additional defenses and to amend and/or supplement those defenses asserted herein upon discovery of further information concerning the events and circumstances in the Complaint.

WHEREFORE, Defendant Wausau Homes Incorporated, respectfully requests that this Court enter judgment and provide relief as follows:

A. That Plaintiffs' causes of action stated in the Complaint be dismissed with prejudice;

B. That Wausau Homes be awarded reasonable attorneys' fees, expenses, and costs, incurred in connection with this action, to the extent permitted by applicable law; and

C. That Wausau Homes be awarded any and all further legal and equitable relief that the Court may deem just and proper under the circumstances.

Dated: September 8, 2023

Respectfully submitted,

BRYAN CAVE LEIGHTON PAISNER LLP

By: /s/ Grace Colato Martinez

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**Attorneys for Defendant Wausau Homes
Incorporated**

CERTIFICATE OF SERVICE

I hereby certify that on September 8, 2023, the foregoing was filed with the Court via the CM-ECF system, which sent electronic notice to the following:

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/s/ Grace Colato Martinez

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